



02-28-2003



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**PATENTS ONLY**

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other

**U.S. Government**  
For Use ONLY by U.S. Government Agencies  
 Departmental File  Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name (line 1) **STSN General Holdings, Inc.** 2/10/03  
Name (line 2)

**Second Party**

Name (line 1) **STSN, Inc. and STSN Leasing, LLC** 2/10/03  
Name (line 2)

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1) **Comerica Bank**  
Name (line 2)   
Address (line 1) **9920 S. LaCienega Blvd.**  
Address (line 2) **Suite 1401**  
Address (line 3) **Inglewood** **California/U.S.A.** **90301**  
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name   
Address (line 1)   
Address (line 2)   
Address (line 3)   
Address (line 4)

**FOR OFFICE USE ONLY**

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents, Washington, D.C. 20231 on February 14, 2003.

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By:

**Correspondent Name and Address**      **Area Code and Telephone Number**

**Name**

**Address (line 1)**

**Address (line 2)**

**Address (line 3)**

**Address (line 4)**

**Pages**      Enter total number of pages of the attached conveyance document including any attachments.      #

**Application Number(s) or Patent Number(s)**       Mark if additional numbers attached

*Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).*

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09256719"/>	<input type="text" value="09823088"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.      Month      Day      Year

**Patent Cooperation Treaty (PCT)**  
Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

**Number of Properties**      Enter the total number of properties involved.      #

**Fee Amount**      Fee Amount for Properties Listed (37 CFR 3.41):      \$

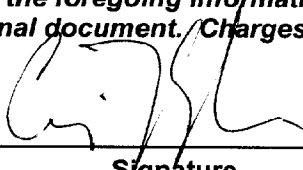
**Method of Payment:**  
Deposit Account      Enclosed       Deposit Account   
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:      #

Authorization to charge additional fees:      Yes       No

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Craig A. Neugeboren Esq.            February 14, 2003

Name of Person Signing      Signature      Date

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 10, 2003 by and between COMERICA BANK- CALIFORNIA ("**Bank**") and STSN, INC., a Delaware corporation, STSN LEASING, LLC, a Utah limited liability company, STSN GENERAL HOLDINGS, INC., a Delaware corporation, and STSN INTERNATIONAL, INC., a Delaware corporation (collectively, the "**Grantors**").

## RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

**C.** Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, Grantors hereby represent, warrant, covenant and agree as follows:

## AGREEMENT

To secure their obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantors, Grantors grant and pledge to Bank a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantors have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

Address of Grantor:

7090 S. Union Park Ave. #200

Salt Lake City, UT 84047

**STSN, INC.**

By: 

Title: President

Address of Grantor:

7090 S. Union Park Ave. #200

Salt Lake City, UT 84047

**STSN LEASING, LLC**

By: 

Title: President

Address of Grantor:

7090 S. Union Park Ave. #200

Salt Lake City, UT 84047

**STSN GENERAL HOLDINGS, INC.**

By: 

Title: President

Address of Grantor:

7090 S. Union Park Ave. #200

Salt Lake City, UT 84047

**STSN INTERNATIONAL, INC.**

By: 

Title: President

Address of Bank:

9920 S. LaCienga Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

BANK:

COMERICA BANK-CALIFORNIA

By: 

Title: Vice President

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PATENT

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**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
“STSN Management and Configuration System for Broadband Internet Service”	TX 5-126-638	11/15/2000

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>	<b>Owner</b>
Methods And Apparatus For Providing High-Speed Connectivity to a Hotel Environment	09/256719	2/24/99	STSN General Holdings, Inc.
Methods And Apparatus For Processing Network Data Transmissions	09/823088	3/29/01	STSN General Holdings, Inc.

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
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None